

The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company

114 West 11th Street, Kansas City, Missouri 64105

RICHARD P. BRUENING
General Counsel

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RECORDATION ACT, 1923
FILED 3428

MAR 26 1981 - 11 02 AM

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INTERSTATE COMMERCE COMMISSION
March 23, 1981

INTERSTATE COMMERCE COMMISSION - 0054000

Hon. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Ms. Mergenovich:

MAR 26 1981
Date: 50.00
Fee \$ 2.40
FBI Washington, D. C.

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FBI C. O.
FEE OPERATION

Pursuant to 49 USC § 11303 of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, there are transmitted herewith for filing and recording, six executed copies of the Railroad Equipment Lease (the "Lease") dated March 16, 1981, between General Motors Corporation (Electro-Motive Division), as Lessor, and The Kansas City Southern Railway Company, as Lessee, and the Assignment of said Lease by General Motors Corporation to Morgan Guaranty Trust Company of New York. Said Lease and Assignment cover two locomotives.

The name and address of the Lessor is:

General Motors Corporation
(Electro-Motive Division)
LaGrange, IL 60525

The name and address of the Lessee is:

The Kansas City Southern Railway Company
114 West 11th Street
Kansas City, MO 64105

The name and address of the Assignee of the Lease is:

Morgan Guaranty Trust Company of New York
23 Wall Street
New York, NY 10015

A general description of the equipment covered by the

David M. Schwartz
C. D. [Signature]

Lease is as follows:

Two (2) General Motors GP 40-2 Locomotives
(Numbers: KCS 796 and KCS 797, inclusive)

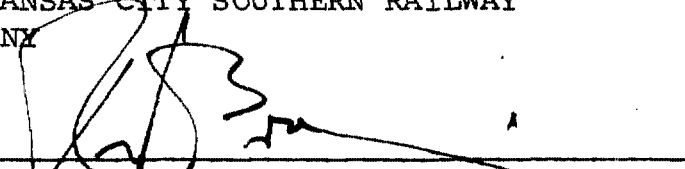
The above identified Lease and Assignment has not been previously recorded with the Interstate Commerce Commission.

We request that all copies of the Lease not required for your files be marked with the Commission filing and recording stamps and returned to the party tendering same.

Very truly yours,

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By


Richard P. Bruening, General Counsel

13011A

RECORDATION NO. _____ Filed 1428

MAR 26 1981 - 11 00 AM

ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, General Motors Corporation (Electro-Motive Division) (the "Manufacturer"), a Delaware corporation, and The Kansas City Southern Railway Company, a corporation of the State of Delaware (the "Railroad"), have heretofore entered into a certain agreement (the "Lease"), dated as of March 16, 1981, for the lease and sale by Manufacturer and hire and purchase by the Railroad of certain railroad equipment (the "Locomotives"), to wit:

Two (2) 3000 H.P. Model GP40-2 Locomotives bearing railroad's road numbers KCS 796 and KCS 797.

upon the terms and conditions, and for the rental and purchase price, as in and by the Lease provided; and

WHEREAS, pursuant to Section 14 of the Lease the Railroad has agreed to duly file and record this Assignment and the Lease as therein provided, for the protection of the right, title and interest of the parties to this Assignment and the Lease; and

WHEREAS, Morgan Guaranty Trust Company of New York, a New York corporation, with its office and place of business in the City of New York (the Assignee), has agreed, subject to the terms and conditions set forth in a certain Commitment Agreement dated March 31, 1981, between the Manufacturer and the Assignee, to buy the Manufacturer's rights under the Lease;

NOW, THEREFORE, for value received and upon the terms and conditions hereinafter set forth

1. The Manufacturer does hereby sell, assign, transfer and set over to the Assignee all of the right, title and interest of the Manufacturer in the Locomotives and in and to the rentals payable by the Railroad with respect to the Locomotives and in and to the payment by the Railroad of the purchase price of the Locomotives under the Lease and all other rights under the Lease except the right to construct and deliver the Locomotives and the right to be indemnified as provided in paragraphs 6 and 9 of the Lease if and to the extent that the Manufacturer incurs liabilities to which any such indemnity applies but without limiting the right of Assignee to the protection afforded by any such indemnity. In furtherance of this assignment and transfer, the Manufacturer does hereby authorize and empower the Assignee in its own name to sue

for, collect, receive and enforce all payments to be made and compliance on the part of the Railroad with the terms and provisions of the Lease.

2. The Manufacturer warrants and covenants that it is the lawful owner of all of the rights in and title to said Locomotives under the Lease; that it has good and lawful right to sell and assign the same and that its right and title thereto are free from all liens and encumbrances and that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by the Manufacturer and not intended to be transferred by this Assignment.

3. The Manufacturer represents and warrants that the Lease has been duly authorized and executed by it and covenants that it will notify the Railroad in writing of this Assignment and that it will from time to time, at the request of the Assignee, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things in the premises, to give effect to the provisions hereof and more perfectly to confirm the right, title and interest hereby assigned and transferred to the Assignee or intended so to be.

4. The Manufacturer represents and warrants that no modification of the terms of the Lease will be made without the written consent of the Assignee.

IN WITNESS WHEREOF the Manufacturer has caused this instrument to be executed by its proper officer hereunto duly authorized and its corporate seal to be hereunto affixed as of the 25TH day of MARCH, 1981.

GENERAL MOTORS CORPORATION
(Electro-Motive Division)

By P.K. Highland
Vice President

ATTEST:

[Signature]
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 25TH day of MARCH, before me personally appeared P. K. Hoglund, to me personally known, who being by me duly sworn, says that he is a Vice President of General Motors Corporation, the corporation named in the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date in my certificate above written.

J. A. Mathouch
Notary Public

My commission expires 9-18-83.